सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 6,000

e-Stamp

Certificate No.	:	IN-KA69716420781024T
Certificate Issued Date	:	09-Aug-2021 10:37 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE15/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08019710701677751T
Purchased by	:	NIDHI CONSTRUCTIONS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER YELAHANKA DIVISION BBMP
Second Party	:	NIDHI CONSTRUCTIONS
Stamp Duty Paid By	:	NIDHI CONSTRUCTIONS
Stamp Duty Amount(Rs.)	:	6,000 (Six Thousand only)

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For Golden City Souhardha Credit Co-operative Ltd.

Authorised Signatory

NIDHI CONSTRUCTIONS IN-KA69716420781024T RS. 6,000 09-AUG-2021 10:37 AM

BRUHATH BANGALORE MAHANAGARA PALIKE

Please write or type below this line

No.BBMP/EE/YNK/E-PMT No-01/AG/21 /2021-22 **Dated:** 9.8.2021

This Agreement, made on 9th Aug 2021 ...between **The Executive Engineer Yelahanka division, BBMP Bangalore -560064** (hereinafter called "the Employer") of the one part and

Sri Gopi Krishna Apsani, M/s Nidhi Constructions, #788, 2nd Floor, TGMC Bank Building, Sahakaranagara, Bangalore 560092 (hereinafter called "the Contractor") of the other part.

Gopi Krishna

Statutory Alert:

1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid

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Whereas the Employer is desirous that the Contractor execute "Asphalting of Roads and Improvements to Foothpaths at Someshwara nagara, Sharada Nagara, MIG 3rd Phase and LIG sanitory core Yelahanka A sector, B sector and Judicial Layout in ward No 04 of Yelahanka new town sub division. (Package No 13) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.5,26,97,106.88/-** (Rupees Five Crore Twenty Six Lakh Ninety Seven Thousand One Hundred Six and Paise Eighty Eight Only) and 12% GST **Rs.63,23,652.82/-** (Rupees Sixty Three Lakh Twenty Three Thousand Six Hundred Fifty Two and Paise Eighty Two Only. Which is (+)4.85% above of amount put to tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any during **defect liability period of 3 years** from the date of completion of the work and the agency has submitted **security deposit Amount (FDR) of Rs 15,81,000.00 (Rupees Fifteen Lakhs Eighty One Thousand only) in the form of BG Vide No:0433021BG0000210 dated 07-08-2021 valid up to 6-2-2023 issued on State bank of India, Commercial Branch Bellary-583101** The security deposit amount shall be released only after completion of the **defects liability period of 3 years** from the date of completion of the work without interest.
5. The other contract conditions as per KW4 standard tender document.
6. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

In Witness whereas the parties have said their hand and seal this day and year first mentioned.

1. .....

2. .....

Contractor

The Executive Engineer
Yelahanka division
BBMP Bangalore – 64